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Negotiable Instruments act provides that the negotiable character of an instrument is not affected by a provision which authorizes a confession of judgment if the instrument is not paid at maturity. Under the same provision in the Pennsylvania act it has been decided that the effect of an instrument authorizing the confession of judgment before maturity is to destroy its negotiability. *Milton National Bank v. Beaver*, 25 Pa. Superior Court, 494.

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**Limitation of Actions—Subscriptions.**—The statute of limitations is held, in *Cook v. Carpenter* (Pa.) 1 L. R. A. (N. S.) 900, not to begin to run against an unpaid subscription until demand is made for payment, where, by the terms of the contract, it is not payable until called for.

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**Limitation of Actions—Removal of Bar.**—A legacy reciting that it was in consideration of the legatee's care for the testator's invalid mother is held, in *McNeal v. Pierce* (Ohio) 1 L. R. A. (N. S.) 1117, not to be an acknowledgment of a legal obligation which would remove the bar of the statute of limitations.

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**Banks and Banking—Certificate of Deposit.**—A holder of a demand certificate of deposit issued by a bank is held, in *Elliott v. Capital City State Bank* (Iowa) 1 L. R. A. (N. S.) 1130, to be under no obligation to demand payment within the period of the statute of limitations.

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**Mandamus—Salaries of Public Officers.**—The right to mandamus to compel payment of a salary to a public officer alleged to have been removed from office is upheld in *State ex rel. Hamilton v. Grant* (Wyo.) 1 L. R. A. (N. S.) 588.

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**Fellow Servants.**—A barnman of a street railway company, charged with the duty of substituting a perfect car for one which has become disabled, is held, in *Chicago Union T. Co. v. Sawusch* (Ill.) 1 L. R. A. (N. S.) 670, not to be a fellow servant of the conductors on the road.

Railway employees engaged in operating a steam shovel in a gravel pit are held, in *Jemming v. Great Northern R. Co.* (Minn.) 1 L. R. A. (N. S.) 696, not to be engaged in operating a railway, within the statute abrogating the fellow-servant rule.

The assignment of servants of the same master to separate departments of the same general enterprise is held, in *Atchison & E. Bridge Co. v. Miller* (Kan.) 1 L. R. A. (N. S.) 682, not to affect their relation as fellow servants, unless the departments are so far disconnected that each may be regarded as a separate undertaking.

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**Master and Servant—Duty to Inspect.**—A railroad company which

purchased lantern globes of standard make from reliable manufacturers is held, in *Gulf, C. & S. F. R. Co. v. Larkin* (Tex.) 1 L. R. A. (N. S.) 944, not bound to inspect them to protect employees from injuries by their breaking while being cleaned.

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**Master and Servant—Contributory Negligence.**—An engineer of a work train is held, in *Illinois C. R. Co. v. Stith* (Ky.) 1 L. R. A. (N. S.) 1014, not to be guilty of contributory negligence, as a matter of law, in placing his engine on the main track on the time of a fast train.

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**Master and Servant—Duty to Warn and Instruct.**—Failure to warn a servant as to the danger of throwing an ice pick over a partition into a room where others are working, without giving adequate notice, is held, in *Desautels v. Cloutier* (Mass.) 1 L. R. A. (N. S.) 669, not to be negligence on the part of the master which will render him liable for personal injuries caused in consequence of failure to give such notice.

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**Ordinances—Sale of Milk.**—An ordinance prohibiting the sale of milk containing less than 7-10 of 1 per cent. of ash is held, in *St. Louis v. Liessing* (Mo.) 1 L. R. A. (N. S.) 918, not to be unreasonable or oppressive.

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**Adulteration of Milk—Police Power.**—Prohibiting the sale of milk containing any preservative is held, in *St. Louis v. Schuler* (Mo.) 1 L. R. A. (N. S.) 928, to be within the police power, although there may be preservatives which are not deleterious to health.

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**Police Power—Sale of Milk.**—The prohibition of the sale of milk from cows fed on still slop is held, in *Sanders v. Com.* (Ky.) 1 L. R. A. (N. S.) 932, to be a proper exercise of the police power, although there is nothing to show that such milk is not a pure and wholesome article of food.

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**Ordinances—Sale of Milk.**—An ordinance forbidding the sale of milk containing less than 3 per cent., by weight, of butter fat, to be estimated gravimetrically by the Adams paper-coil process, is held, in *St. Louis v. Grafeman Dairy Co.* (Mo.) 1 L. R. A. (N. S.) 926, not to be void for unreasonableness, as matter of law.

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**Police Power—Milk Dealers.**—Requiring milk dealers to register with the health commissioner, and pay a registration fee, is held, in *St. Louis v. Grafeman Dairy Co.* (Mo.) 1 L. R. A. (N. S.) 936, to be a valid police regulation.

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**Chattel Mortgages—Sale under Power.**—A sale under a power in